

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Lanphere et al.
Serial No. : 10/637,130
Filed : August 8, 2003
Title : EMBOLIZATION

Art Unit : 1773
Examiner : Hoa T. Le
Conf. No. : 3843

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

TERMINAL DISCLAIMER UNDER 37 C.F.R. §§ 3.73(b) AND 1.321(b)

Pursuant to 37 C.F.R. § 3.73(b), Boston Scientific Scimed, Inc., certifies that it is the assignee of the entire right, title, and interest in the above-referenced application by virtue of an assignment from the inventors of the above-referenced patent application. The assignment was recorded in the Patent and Trademark Office at Reel 014829, Frame 0968 on December 24, 2003, and by virtue of EXHIBIT A (attached). EXHIBIT A includes the Articles of Merger of Boston Scientific Scimed, Inc. with and into Scimed Life Systems, Inc. (the "Articles of Merger"). Pursuant to the Articles of Merger, Boston Scientific Scimed, Inc. merged with and into Scimed Life Systems, Inc., with Scimed Life Systems, Inc. being the surviving corporation. The name of the surviving corporation was then changed to Boston Scientific Scimed, Inc.

The undersigned has reviewed all of the documents in the chain of title of the above-referenced application and to the best of the undersigned's knowledge and belief, title is in Boston Scientific Scimed, Inc.

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

CERTIFICATE OF MAILING BY EFS-WEB FILING

I hereby certify that this paper was filed with the Patent and Trademark Office using the EFS-WEB system on this date: March 27, 2008

Pursuant to 37 C.F.R. § 1.321(b), and to obviate a double patenting rejection, the assignee identified above hereby waives and disclaims the terminal portion of the term of the entire patent to be granted upon the above-referenced application subsequent to the expiration date of U.S. Application Serial No. 10/215,594 provided that any patent granted on the above-referenced application shall be enforceable only for and during such period that it is commonly owned with U.S. Application Serial No. 10/215,594.

The assignee identified above does not disclaim any terminal part of any patent granted on the above-referenced application prior to the expiration date of the full statutory term of U.S. Application Serial No. 10/215,594 in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims cancelled by a reexamination certificate, or is otherwise terminated prior to expiration of its statutory term, except for the separation of legal title as stated above. Assignee herein does not disclaim or otherwise affect any part of U.S. Application Serial No. 10/215,594.

This disclaimer runs with any patent granted on the above application and is binding upon the grantee, its successors or assigns.

Please apply \$130 for the required fee pursuant to 37 C.F.R. § 1.20(d), and any other charges or credits to Deposit Account No. 06-1050.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Applicant : Lanphere et al.
Serial No. : 10/637,130
Filed : August 8, 2003
Page : 3 of 3

Attorney's Docket No.: 01194-465001 / 03-347

SCIMED LIFE SYSTEMS, INC.

Date: March 27, 2008



JEFFREY Z. MANN, ESQ.
Title: Patent Counsel

Fish & Richardson P.C.
225 Franklin Street
Boston, MA 02110
Telephone: (617) 542-5070
Facsimile: (617) 542-8906

21865872.doc

4I-1170

**ARTICLES OF MERGER OF
BOSTON SCIENTIFIC SCIMED, INC.
WITH AND INTO
SCIMED LIFE SYSTEMS, INC.**

Pursuant to Minnesota Business Corporation Act, Section 302A, the undersigned, Boston Scientific Scimed, Inc., a Minnesota corporation ("BSS"), and Scimed Life Systems, Inc., a Minnesota corporation ("Scimed Life"), hereby adopt the following Articles of Merger for the purpose of merging BSS with and into Scimed Life, with Scimed Life being the surviving corporation.

1. The Agreement and Plan of Merger between BSS and Scimed Life dated as of December 15, 2004 (the "Merger Agreement"), as required by Minnesota Business Corporation Act, Section 302A.615, subdivision 1, is attached hereto as Exhibit I.

2. The Board of Directors and sole shareholder of BSS approved the Merger Agreement in a joint written action dated as of December 15, 2004 pursuant to Minnesota Business Corporation Act, Section 302A.613.

3. The Board of Directors and all of the shareholders of Scimed Life approved the Merger Agreement in a joint written action dated as of December 15, 2004 pursuant to Minnesota Business Corporation Act, Section 302A.613.

4. The name of the surviving corporation shall be Boston Scientific Scimed, Inc.

5. The merger shall be effective upon the later of 12:01 a.m. on January 1, 2005 or the filing of these Articles of Merger with the Secretary of State of the State of Minnesota.

IN WITNESS WHEREOF, BSS and Scimed Life have caused these Articles of Merger to be executed by their respective officers thereunto duly authorized this 22nd day of December, 2004.

BOSTON SCIENTIFIC SCIMED, INC.

By: 

Paul A. LaViolette
Chief Executive Officer and President

SCIMED LIFE SYSTEMS, INC.

By: 

Paul W. Sandman
Chief Executive Officer

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Merger Agreement") is made and entered by and between Scimed Life Systems, Inc., a Minnesota corporation ("Scimed Life"), and Boston Scientific Scimed, Inc., a Minnesota corporation ("BSS"), as of the 15th day of December, 2004.

WHEREAS, Boston Scientific Corporation, a Delaware corporation ("BSC"), is the sole shareholder of BSS and holds 4,919,847 of the outstanding shares of common stock of BSS;

WHEREAS, BSC and Boston Scientific Wayne Corporation, a New Jersey corporation and a subsidiary of BSC ("Wayne"), are the shareholders of Scimed Life, with BSC holding 10,000 of the outstanding shares of common stock of Scimed Life and Wayne holding 354 of the outstanding shares of common stock of Scimed Life;

WHEREAS, BSC, Wayne, BSS and Scimed Life desire that, following the effective time of the merger, BSC shall hold 10,628 of the outstanding shares of common stock of the surviving corporation and Wayne shall hold 354 shares of common stock of the surviving corporation;

WHEREAS, the parties intend that the merger contemplated hereby shall be a tax-free reorganization under Sections 368(a)(1)(A) and 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended, and that this Merger Agreement shall constitute a plan of reorganization;

WHEREAS, the respective boards of directors of BSS and Scimed Life have, by resolutions duly adopted, determined that a merger of BSS with and into Scimed Life (the "Merger") in accordance with the terms of this Merger Agreement and the applicable provisions of the Minnesota Business Corporation Act, as amended, is in the best interests of each such party and its respective shareholders; and

WHEREAS, 100% of the shareholders of each of BSS and Scimed Life have approved and adopted the terms of this Merger Agreement and the Merger;

NOW, THEREFORE, the parties hereto agree as follows:

1. Merger. The Merger shall take effect in accordance with the plan of merger, attached hereto as Exhibit A (the "Plan of Merger"), and incorporated into this Merger Agreement.
2. Governing Law. The internal law, without regard for conflicts of laws principles, of the State of Minnesota will govern all questions concerning the construction,

validity and interpretation of this Merger Agreement and the performance of the obligations imposed by this Merger Agreement.

3. Assignment. This Merger Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that neither this Merger Agreement nor any of the rights, interests or obligations hereunder may be assigned by any party hereto without the prior written consent of the other party hereto.

4. Amendment and Waiver. The parties may, by written agreement, waive compliance with or modify, amend or supplement any of the covenants or agreements contained in this Merger Agreement.

5. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, or mailed by first class mail, return receipt requested, or when receipt is acknowledged by return telecopy if telecopied, to the address appearing on the corporate records of each of the parties hereto (or to such other address as a party may designate by notice to the other).

6. Counterparts. This Merger Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Merger Agreement to be duly executed as of the day and year first above written.

BOSTON SCIENTIFIC SCIMED, INC.

By: 

Paul A. LaViolette
Chief Executive Officer and President

SCIMED LIFE SYSTEMS, INC.

By: 

Paul W. Sandman
Chief Executive Officer

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

DEC 22 2004


Secretary of State